

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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MORENA ORUE, <i>et al.</i> ,	:	
	:	
Plaintiffs,	:	15 Civ. 5727 (KPF)
	:	
v.	:	DEFAULT
	:	JUDGMENT
ARTISANAL FROMAGERIE & BISTRO,	:	
LLC, <i>et al.</i> ,	:	
	:	
Defendants.	:	
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KATHERINE POLK FAILLA, District Judge:

On November 28, 2017, Plaintiffs and Defendants Artisanal Fromagerie & Bistro, LLC and Vincent S. Bonfittodrory, also known as Sarid Drory (collectively, “Defendants”), and non-party Stephanie Schulman agreed to a stipulation and order (the “Stipulation”) to resolve Defendants’ breach of a prior settlement agreement. (Dkt. #150). Defendants agreed to an installment plan to pay the remaining One Hundred Five Thousand Dollars and Zero Cents (\$105,000.00), and Ms. Schulman agreed to guarantee the remaining settlement amount personally. (*Id.* at ¶¶ 1, 8). Pursuant to the Stipulation, in the event Defendants failed to make timely payments of any of the installments, Plaintiffs were to provide notice to Defendants and Ms. Schulman of the breach, and Defendants would have 10 days to cure the default. (*Id.* at ¶ 10). If Defendants failed to cure the default, they consented to the entry of judgment for the unpaid balance of the settlement that remained outstanding. Ms. Schulman also consented to Plaintiff’s filing of a lawsuit to enforce the personal

guaranty and consented to the entry of a judgment in Plaintiffs' favor if a lawsuit was filed. (*Id.* at ¶ 11, 13). On July 18, 2019, Plaintiffs provided Defendants a notice of default, and on August 2, 2019, Plaintiffs informed the Court that Defendants and Ms. Schulman had failed to cure by August 1, 2019. (Dkt. #175). As of the date of the letter, \$50,000 of the settlement agreement remained outstanding. (*Id.*).

Accordingly, it is hereby ORDERED, ADJUDGED AND DECREED that Plaintiffs have judgment against Defendants ARTISANAL FROMAGERIE & BISTRO, LLC, and VINCENT S. BONFITODRORY, also known as SARID DRORY, in the amount of \$50,000, along with reasonable attorneys' fees incurred in entering and enforcing the judgment.

IT IS FURTHER ORDERED that Plaintiffs shall be entitled to file a lawsuit to enforce the Personal Guaranty, and pursuant to paragraph 11 of the Stipulation, Ms. Schulman waives the right to seek or otherwise obtain any stay of execution and/or seek relief under any benefit arising under any exemption laws in effect now or at the time the Stipulation was executed. In the event a lawsuit is filed to enforce the Personal Guaranty, Ms. Schulman consents to the entry of judgment in Plaintiffs' favor for the unpaid balance of the Outstanding Balance and shall be required to provide Plaintiffs' attorneys with a Personal Financial Statement ("PFS") within twenty-eight (28) days of being served process of the enforcement action. The PFS shall include the following financial information, if applicable: (a) all personal and corporate checking, savings, and money market account numbers to which she is a

signatories; (b) all brokerage stock, bond and/or mutual fund accounts to which she is a signatory; (c) a list of all real properties in which she has an ownership interest; (d) a list of all corporations in which she has an ownership interest; and (e) a list of all automobiles in which she has an ownership interest. Ms. Shulman shall be liable for any reasonable attorneys' fees and actual costs incurred in enforcing the Personal Guaranty.

SO ORDERED.

Dated: August 5, 2019  
New York, New York

A handwritten signature in blue ink, reading "Katherine Polk Failla".

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KATHERINE POLK FAILLA  
United States District Judge